

# EVERBRIDGE TERMS OF USE

Your state, county, city, or other local government entity ("Government Authority"), has subscribed to the Everbridge SmartGIS service (the, "Service"). These Terms of Use ("TOU") govern the registration of contact information by you ("Contact Data").

The Service is owned by Everbridge, Inc. ("Everbridge" or "we" or "our" or "us"). Everbridge provides you with the ability to register your contact information on the Government Authority notification website (the "Website"), subject to your compliance with this TOU. Everbridge reserves the right to change this TOU from time to time without notice to you. It is your responsibility to review the TOU on an ongoing basis.

## IMPORTANT NOTICES

- THE SERVICE IS NOT INTENDED FOR ANYONE UNDER THE AGE OF 18. IF YOU ARE NOT 18 OR OLDER, DO NOT REGISTER YOUR CONTACT INFORMATION OR OTHERWISE ATTEMPT TO USE THE SERVICE.
- IF YOU ARE 18 YEARS OF AGE OR OLDER BUT YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS TOU, DO NOT REGISTER YOUR CONTACT INFORMATION.
- THE SERVICE IS NOT A REPLACEMENT FOR YOUR GOVERNMENT AUTHORITY'S DIRECT COMMUNICATION WITH FIRST RESPONDERS SUCH AS, FOR EXAMPLE PURPOSES ONLY, 911, FIRE, POLICE, EMERGENCY MEDICAL, AND PUBLIC HEALTH. YOU SHOULD NOT WAIT FOR OR RELY EXCLUSIVELY ON THE SYSTEM FOR EMERGENCY NOTIFICATIONS OR OTHER IMPORTANT NOTICES. IF YOU THINK YOU ARE IN DANGER YOU SHOULD TAKE APPROPRIATE ACTION. IF YOU RECEIVE AN EMERGENCY NOTIFICATION OR OTHER NOTICE FROM YOUR LOCAL OFFICIALS (INCLUDING LAW ENFORCEMENT AND EMERGENCY PERSONNEL), YOU SHOULD FOLLOW THEIR INSTRUCTIONS.
- YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, THE SERVICE OR THE USE OF THE SERVICE TO CONTACT YOU IS TO DELETE YOUR CONTACT DATA FROM THE WEBSITE.
- YOU ARE RESPONSIBLE FOR KEEPING YOUR CONTACT INFORMATION ACCURATE AND UP-TO-DATE. YOU SHOULD UPDATE AND/OR DELETE YOUR CONTACT DATA IF YOU RELOCATE OR CHANGE YOUR CONTACT DATA.
- YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THIS TOU BECOMES EFFECTIVE IMMEDIATELY UPON REGISTRATION OF YOUR CONTACT DATA.

**1. THE EVERBRIDGE SERVICE.** The Service will entitle specific officials from the Government Authority (from departments such as health, police, fire, emergency management, utility, public works, sanitation, mayor's office), to broadcast notifications to residents and businesses in your community via an automated communication system. These notifications may be about such events as weather alerts, health warnings, missing people, natural disasters, water main breaks, power outages, detours and road closures, crime prevention, flood alerts, fires or other matters.

The notification may be sent to the entire community or to an affected area, and may be sent to the residential/business telephone, cell phone, text message service and/or email address (depending on the contact information provided by you and/or contained in our database). Standard charges by your telecommunications carrier may apply.

**2. REGISTRATION REQUIREMENTS AND OBLIGATIONS.** In order to receive notifications, you must register (and/or update when necessary), your contact information ("Contact Data") on the Registration Page of the Website and keep the information up to date. Although our system includes numbers from commercially available telephone databases, these databases may not contain the most up-to-date information for your land line number. Also, if you have a cell phone, Internet phone, TDD/TTY service, or text message service, your Government Authority and Everbridge do not have access to that information. Thus, it is up to you to make sure that you supply current and accurate contact information for you.

In order to register your Contact Data, you will be asked to provide certain information (collectively, "Account Information"). How we treat that information is subject to our Privacy Policy, which is available at the following link:

<http://everbridge.com/privacy-policy>

In consideration for the ability to register your Contact Data on the Website, you agree to the following:

- a. You are solely responsible for ensuring the accuracy and completeness of your Contact Data, and you agree to update the Contact Data as required to keep it up to date;
- b. You will not "Spoof" or otherwise impersonate any individual or entity, falsely state or otherwise misrepresent your identity or affiliation in any way, or forge, delete, or alter any part of sender identification information in any e-mail or other transmission;
- c. You will not register Contact Data for anyone other than yourself;
- d. You will keep your Account Information confidential and secure and you are responsible for all use or misuse of your Account Information, whether or not the use has been authorized by you;
- e. You will immediately notify the Government Authority by telephone and email (at the contact information listed at the end of this page), of any unauthorized use

of any Account Information or any other breach of security pertaining to your Contact Data;

f. Everbridge is not responsible for the accuracy, mis-delivery, deletion, or failure to store any of your Contact Data.

g. Everbridge does not pre-screen communications sent by the Government Authority and is not responsible for screening or monitoring any message, and has no liability for any of the foregoing or for the accuracy of any messages from the Government Authority.

## 3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

Everbridge does not assume any liability, responsibility or risk for your use of the Website or the Service. The Website (including the registration pages), and the Service are provided "AS IS", and you agree to assume all of the risks in using the Website and Service. Everbridge makes no warranty, representation or guarantee that you will be contacted by the appropriate Government Authority or that if contacted, the information provided will be accurate.

ACCORDINGLY, EVERBRIDGE EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, DATA SECURITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE AND THE WEBSITE. WE RESERVE THE SOLE RIGHT TO MODIFY OR DISCONTINUE THE WEBSITE OR THE SERVICE AT ANY TIME WITH OR WITHOUT NOTICE TO YOU, AND WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. YOU UNDERSTAND THAT EVERBRIDGE HAS NO CONTROL OVER (A) THE CONDUCT OF THE GOVERNMENT AUTHORITY OR THE ACCURACY OF THEIR MESSAGES, (B) THE THIRD PARTY NETWORKS THAT YOU ACCESS IN ORDER TO USE THE WEBSITE, (C) THE ACCURACY OR TIMELINESS OF ANY INFORMATION IN ANY MESSAGES TO YOU FROM THE GOVERNMENT AUTHORITY, (D) ANY OF YOUR CONTACT DATA, AND YOU ALSO UNDERSTAND THAT INTERRUPTIONS OF OR OTHER PROBLEMS WITH THE WEBSITE OR THE SERVICE MAY OCCUR DUE TO EVENTS AND ACTIVITIES COMPLETELY BEYOND OUR CONTROL.

YOU FURTHER AGREE THAT EVERBRIDGE WILL NOT BE RESPONSIBLE OR LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY LIABILITY OR DAMAGES OF ANY KIND OR NATURE RELATING TO THE WEBSITE, THE SERVICE, OR ANY GOVERNMENT AUTHORITY'S MESSAGES OR CONDUCT.

YOU ACKNOWLEDGE AND AGREE THAT THE GOVERNMENT AUTHORITY IS SOLELY RESPONSIBLE FOR ALL OF THE CONTENT OF ANY NOTIFICATIONS THAT ARE SENT THROUGH THE SERVICE.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, THE SERVICE OR THE GOVERNMENT AUTHORITY'S USE OF THE SERVICE TO CONTACT YOU OR ITS FAILURE TO CONTACT YOU OR TO PROVIDE TIMELY OR ACCURATE INFORMATION, OR ANY BREACH OF THIS TOU BY US IS TO DELETE YOUR CONTACT DATA FROM THE WEBSITE AND CEASE USING THE WEBSITE AND THE SERVICE.

YOU HEREBY RELEASE EVERBRIDGE FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS OF ANY KINDS OR NATURE.

**4. GOVERNING LAW.** With respect to any dispute regarding the Website or the Service, your rights and obligations and all actions contemplated by these TOU shall be governed by the laws of the State of California, as if this TOU were a contract wholly entered into and wholly performed within the state of California and you irrevocably submit to the non-exclusive jurisdiction of the courts in or for the state of California.

**5. GENERAL PROVISIONS.** Except as otherwise provided under federal or state law: (a) This TOU constitutes the complete agreement between Everbridge and you concerning its subject matter, and supersedes and governs all prior representations, proposals, agreements, or other communications between us, if any. (b) This TOU may not be altered, supplemented, or amended, unless agreed to in a written agreement signed by you and Everbridge. (c) To the extent that anything in or associated with the Website or Service is in conflict or inconsistent with the TOU, or if there is any inconsistency between this TOU and any separate Government Authority terms of use, this TOU will take precedence. (d) You may not assign your rights and obligations under the TOU to any third party, including a family member, and any purported attempt to do so shall be null and void. (e) In the event that any provision of the TOU is held to be unenforceable or invalid under any applicable law or court decision, such unenforceability or invalidity will not render the TOU unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision. (f) Neither the Government Authority nor any agent, employee, or representative of ours has authority to make any representation or warranty on behalf of Everbridge or to alter or modify this TOU.

**YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THIS TOU AND YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.**

## Town of Ellington Terms of Use

Town of Ellington (the "Government Authority" or "we" or "our" or "us"), have established this notification service (the "Service") through Everbridge, Inc. to give you the ability to register your contact information ("Contact Data") on our notification website (the "Website"), subject to your compliance with this Terms of Use (this "TOU"). We reserve the right to change this TOU from time to time without notice to you. It is your responsibility to review the TOU on an ongoing basis.

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The notification may be sent to the entire community or to an affected area, and may be sent to the residential/business telephone, cell phone, text message service and/or email address (depending on the contact information provided by you and/or contained in our database). Standard charges by your telecommunications carrier may apply.

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In consideration for the ability to register your Contact Data on the Website, you agree to the following:

- a. You are solely responsible for ensuring the accuracy and completeness of your Contact Data, and you agree to update the Contact Data as required to keep it up to date;
- b. You will not "Spoof" or otherwise impersonate any individual or entity, falsely state or otherwise misrepresent your identity or affiliation in any way, or forge, delete, or alter any part of sender identification information in any e-mail or other transmission;
- c. You will not register Contact Data for anyone other than yourself;
- d. You will keep your Account Information confidential and secure and you are responsible for all use or misuse of your Account Information, whether or not the use has been authorized by you;
- e. You will immediately notify the Government Authority by telephone and email (at the contact information listed at the end of this page), of any unauthorized use of any Account Information or any other breach of security pertaining to your Contact Data;
- f. Government Authority is not responsible for the accuracy, mis-delivery, deletion, or failure to store any of your Contact Data.

### 3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

Government Authority does not assume any liability, responsibility or risk for your use of the Website or the Service. The Website (including the registration pages), and the Service are provided "AS IS", and you agree to assume all of the risks in using the Website and Service. Government Authority makes no

warranty, representation or guarantee that you will be contacted by the appropriate Government Authority or that if contacted, the information provided will be accurate.

ACCORDINGLY, THE GOVERNMENT AUTHORITY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, DATA SECURITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE AND THE WEBSITE. WE RESERVE THE SOLE RIGHT TO MODIFY OR DISCONTINUE THE WEBSITE OR THE SERVICE AT ANY TIME WITH OR WITHOUT NOTICE TO YOU, AND WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. YOU UNDERSTAND THAT GOVERNMENT AUTHORITY HAS NO CONTROL OVER (A) THE THIRD PARTY NETWORKS THAT YOU ACCESS IN ORDER TO USE THE WEBSITE, (B) THE ACCURACY OR TIMELINESS OF ANY INFORMATION IN ANY MESSAGES TO YOU FROM THE GOVERNMENT AUTHORITY, (D) ANY OF YOUR CONTACT DATA, AND YOU ALSO UNDERSTAND THAT INTERRUPTIONS OF OR OTHER PROBLEMS WITH THE WEBSITE OR THE SERVICE MAY OCCUR DUE TO EVENTS AND ACTIVITIES COMPLETELY BEYOND OUR CONTROL.

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**5. GENERAL PROVISIONS.** Except as otherwise provided under federal or state law: (a) This TOU constitutes the complete agreement between Government Authority and you concerning its subject matter, and supersedes and governs all prior representations, proposals, agreements, or other communications between us, if any. (b) To the extent that anything in or associated with the Website or Service is in conflict or inconsistent with the TOU, or if there is any inconsistency between this TOU and Everbridge TOU above then Everbridge TOU will take precedence. (c) You may not assign your rights and obligations under the TOU to any third party, including a family member, and any purported attempt to do so shall be null and void. (d) In the event that any provision of the TOU is held to be unenforceable or invalid under any applicable law or court decision, such unenforceability or invalidity will not render the TOU unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision. (e) Neither Everbridge nor any agent, employee, or representative of ours has authority to make any representation or warranty on behalf of Government Authority or to alter or modify this TOU.

**YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THIS TOU AND YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.**

**BY CLICKING THE "I ACCEPT THE TERMS OF USE" BOX, YOU ARE AGREEING TO BOTH THE EVERBRIDGE'S AND THE GOVERNMENT AUTHORITY'S TERMS OF USE ABOVE.**